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U S DISTRICT COURT E.D.N.Y.

★ NOV 02 2015 ★

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

X  
LONG ISLAND OFFICE

SANTOS ANDRE GONZALES, on behalf of  
himself and all those similarly situated,

Plaintiff,

-against-

LOVIN OVEN CATERING OF SUFFOLK, INC. and  
LOVIN OVEN CATERING OF SUFFOLK, LLC and  
LOVIN' OVEN CATERING OF SUFFOLK, LLC and  
LOVIN' OVEN/LANDS END CORP. and LOVIN'  
OVEN MOTEL ASSOCIATES, LLC and LOVIN'  
OVEN/FELICE'S CORP. and GERARD SCOLLAN,  
in his individual and professional capacities,

Defendants.

X  
Docket No.:  
14-CV-2824(DHR)(SIL)

~~PROPOSED ORDER~~

AND NOW, THIS 2nd DAY OF NOVEMBER, 2015, the Court, having reviewed the  
settlement agreement that the parties submitted in the case of *Santos Andre Gonzales v.  
Defendants Lovin Oven Catering of Suffolk, Inc. and Lovin Oven Catering of Suffolk, LLC and  
Lovin' Oven Catering of Suffolk, LLC and Lovin' Oven/Lands End Corp. and Lovin' Oven Motel  
Associates, LLC and Lovin' Oven/Felice's Corp. and Gerard Scollan, in his individual and  
professional capacities*, and considered applicable case law, and for good cause shown, it is  
**ORDERED, ADJUDGED and DECREED** that:

1. The Settlement Agreement and General Release between Santos Andre Gonzalez,  
on the one hand, and Lovin Oven Catering of Suffolk, Inc., Lovin Oven Catering of Suffolk,  
LLC, Lovin' Oven Catering of Suffolk, LLC, Lovin' Oven/Lands End Corp., Lovin' Oven Motel  
Associates, LLC, Lovin' Oven/Felice's Corp., and Gerard Scollan, in his individual and  
professional capacities, on the other hand, (together the "Parties"): (a) is fair to all Parties;  
(b) reasonably resolves a bona fide disagreement between the Parties with regard to the merits of

the Plaintiff's claims; and (c) demonstrates a good faith intention by the Parties that the Plaintiff's claims for liability and damages be fully and finally resolved, and not re-litigated in whole or in part at any point in the future. The Agreement is therefore **APPROVED** by the Court.

2. The lawsuit and the claims of Santos Andre Gonzalez against Lovin Oven Catering of Suffolk, Inc., Lovin Oven Catering of Suffolk, LLC, Lovin' Oven Catering of Suffolk, LLC, Lovin' Oven/Lands End Corp., Lovin' Oven Motel Associates, LLC, Lovin' Oven/Felice's Corp., and Gerard Scollan, in his individual and professional capacities are **DISMISSED WITH PREJUDICE** in their entirety without fees or costs except as agreed to by the parties in the Settlement Agreement.

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/s/ Steven I. Locke

THE HONORABLE STEVEN I. LOCKE  
UNITED STATES MAGISTRATE JUDGE

Dated: Central Islip, New York

11/2, 2015